

1 UNITED STATES DISTRICT COURT  
2 DISTRICT OF NEVADA

3 VINCENT J. SICA, )

4 )  
5 Plaintiff, )

6 vs. )

7 PROGRESSIVE DIRECT INSURANCE )  
8 COMPANY, )

9 Defendant. )  
\_\_\_\_\_ )

Case No.: 2:16-cv-00513-GMN-VCF

**ORDER**

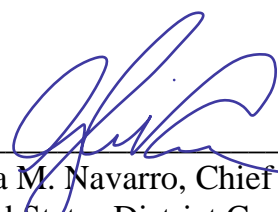
10 On June 29, 2017, the parties indicated to the Court that they agreed to binding  
11 arbitration. Upon a finding that parties are subject to arbitration, the Court has discretion to  
12 either stay the action while the arbitration proceeds or dismiss the case without prejudice.

13 *Sparling v. Hoffman Const. Co.*, 864 F.2d 635, 638 (9th Cir. 1988); *Stewart v. Dollar Loan*  
14 *Ctr., LLC*, No. 2:13-cv-0182-JCM-PAL, 2013 WL 3491254, at \*4 (D. Nev. July 10, 2013).

15 On July 19, 2017, the Court issued a Minute Order requiring the parties to explain  
16 whether this case should remain open in light of the arbitration agreement. Neither party  
17 responded to this Order, and the deadline to do so has now passed. Accordingly, and based on  
18 the parties' representations, **IT IS HEREBY ORDERED** that this case is dismissed without  
19 prejudice.

20 The clerk of court is instructed to close the case.

21  
22 **DATED** this 25 day of August, 2017.

23  
24   
25 \_\_\_\_\_  
Gloria M. Navarro, Chief Judge  
United States District Court